

**2015-2016 ECEAP Client Service Contract
Exhibit A: Statement of Work**



DEL Contract Number: XX-XXXX
Title: ECEAP

1. INTRODUCTION

- 1.1. The Early Childhood Education and Assistance Program (ECEAP) is Washington's pre-kindergarten program that prepares 3- and 4-year-old children from low-income families for success in school and in life. Since 1985, ECEAP has focused on the well-being of the whole child by providing comprehensive nutrition, health, education and family support services. ECEAP reaches the children most in need of these foundations for learning.
- 1.2. [RCW 43.215.410](#) charges the Department of Early Learning (DEL) with administration of ECEAP. DEL operates ECEAP through Contractors who design programs to fit their community needs, in compliance with the current ECEAP Performance Standards. ECEAP contracts are renewable for Contractors in good standing, based on available funding.

2. DEFINITIONS

As used throughout this Contract, the following terms shall have the meanings set forth below:

- 2.1. "Contractor" means an organization that is a public or private organization, including, but not limited to school districts, educational service districts, community and technical colleges, private businesses, local governments, or nonprofit organizations (per [RCW 43.215.415](#)) providing ECEAP services under a signed contract with DEL.
- 2.2. "Confidential Information" as defined in Exhibit C, Section 11 (Data Share and Protection of Confidential Information).
- 2.3. "Data" as defined in Exhibit C, Section 11 (Data Share and Protection of Confidential Information)
- 2.4. "Converted Data" as defined in Exhibit C, Section 11 (Data Share and Protection of Confidential Information).
- 2.5. "DEL" means the Department of Early Learning of the State of Washington; any division, section, office, unit or other entity of DEL; or any of the officers or other officials lawfully representing DEL.
- 2.6. "ECEAP services" means administration, enrollment and eligibility, human resources, health coordination, education and family support and parent involvement services as defined by this Contract and in Exhibit E: ECEAP Performance Standards.
- 2.7. "Early Achievers" means Washington State's quality rating and improvement system and framework designed to give child care providers the support and skills they need in order to prepare children for success in school.
- 2.8. "ELMS" means the Early Learning Management System, the database where Contractors enter program and child information.
- 2.9. "Extended Day" means 10 or more hours per day, five days per week and year round.
- 2.10. "Full School Day" means an average of six hours per day (5.5-6.5), a minimum of 1,000 hours per year and at least four days per week.
- 2.11. "Indirect costs" means the shared costs of an organization necessary to the operation and the performance of its programs. This may include fiscal, payroll, information technology, human resources and other costs associated with operating and maintaining staff and work space.
- 2.12. "Materials" as defined in Exhibit C, Section 10 (Copyright).
- 2.13. "MERIT" means the Managed Education and Registry Information Tool, Washington's online tool for early care and education and school-age professionals to find training, information on career pathways and track their career progress. MERIT also identifies trainers who provide education to early care and education and school-age professionals.
- 2.14. "Part-Day" means a minimum of two and a half (2.5) hours per class session, 320 hours per year, a minimum of 30 weeks per year for classes in operation prior to the 2015-16 school year. Contractors that receive new 2015-16 Part Day slots must meet a minimum of three (3) hours per class session, 360 hours per year, a minimum of 30 weeks per year.
- 2.15. "Personal Information" as defined in Exhibit C, Section 11 (Data Share and Protection of Confidential Information).

- 2.16. "Slots" means the number of available state-funded spaces for enrolled ECEAP children at any one time. More than one child may occupy a slot in the course of a school year, as children leave the program and new children are enrolled.
- 2.17. "Staff" or "staff person" as defined in Exhibit C, Section 35 (Subcontracting).
- 2.18. "Subcontractor" as defined in Exhibit C, Section 35 (Subcontracting).
- 2.19. "Teaching Strategies GOLD® Online" means the proprietary child assessment system developed by Teaching Strategies, Inc. and used to assess multiple developmental domains for all ECEAP children.

3. PRIOR APPROVAL

The Contractor must obtain prior written approval from the DEL Contract Manager (DEL Pre-K Specialist) before:

- 3.1. Exceeding the Contractor's allowance of enrolled children from families with income above 110 percent of federal poverty level (FPL) in accordance with [RCW 43.215.405](#).
- 3.2. Changing class start dates.
- 3.3. Adding a new site.
- 3.4. Adding a new class or changing a classroom location.
- 3.5. Changing the number of slots assigned to a site.
- 3.6. Changing a service area boundary.
- 3.7. Adding a Subcontractor who provides ECEAP services. See Exhibit C, Section 35 (Subcontracting).
- 3.8. Using ECEAP funds as match ("non-federal share") dollars for any federal program.
- 3.9. Purchasing equipment with unit costs of \$5,000 or greater including ancillary costs, or procuring playground or facility improvements with a total cost of \$5,000 or greater including ancillary costs, paid fully or in part with ECEAP funds. Refer to Exhibit A, Section 23 (Purchase Approvals).
- 3.10. Selling or disposing of equipment purchased with ECEAP funds from the Contractor's Inventory List.
- 3.11. Changing Contractor's legal status, ECEAP Director or organizational structure related to ECEAP.
- 3.12. Implementing exceptions to Exhibit E: ECEAP Performance Standards.

4. CONTRACTOR PARTICIPATION

The Contractor must participate in:

- 4.1. ECEAP outcomes reporting, as described in Exhibit E: ECEAP Performance Standards, by entering accurate information in Teaching Strategies GOLD® Online and ELMS.
- 4.2. Regularly scheduled calls with DEL to support continuous quality improvement.
- 4.3. ECEAP Directors Meetings by sending a representative to each DEL ECEAP Directors' Meeting, including, but not limited to, in-person and web-based meetings. The requirement to attend in-person meetings may be waived if DEL is unable to reimburse travel costs.

5. AUTHORIZATION TO PROVIDE FULL SCHOOL DAY AND EXTENDED DAY MODELS

- 5.1. The Contractor must be authorized by DEL to provide Full School Day or Extended Day ECEAP models as described in the Contract Purpose Statement.

6. DEL ECEAP FULL SCHOOL DAY AND EXTENDED DAY MODELS

- 6.1. The Contractor must ensure that sites providing Full School Day or Extended Day models meet DEL licensing requirements:
 - 6.1.1. Extended Day models must complete the full DEL licensing process as required by [chapter 43.215 RCW](#) and [title 170 WAC](#).
 - 6.1.2. Full School Day models must complete the DEL expedited licensing process as described in this Contract.
 - 6.1.3. A Full School Day site operated by a government agency that believes it is not required to be licensed pursuant to [RCW 43.215.010\(2\)\(j\)](#) or [RCW 43.215.010\(2\)\(k\)](#) may request an exemption from the DEL expedited licensing process by sending an exemption request to eceap@del.wa.gov. DEL will send an exemption form to be completed and returned to eceap@del.wa.gov.
- 6.2. The Full School Day model must meet the requirements for the DEL expedited licensing process which requires the Contractor to:
 - 6.2.1. Ensure classroom square footage meets the Fire Marshal Occupant Load requirements, which is a minimum of 35 square feet per person (not per child) of indoor space, not including bathroom, hall, kitchen, and storage space.
 - 6.2.2. Conduct and document:

- 6.2.2.1. Monthly fire drills (per [WAC 212-12-044](#)).
- 6.2.2.2. Quarterly disaster drills (per [WAC 170-295-5030](#)).
- 6.2.3. Obtain a state fire marshal inspection for each ECEAP site in accordance with [Chapter 212-12 WAC](#):
 - 6.2.3.1. Fire marshal inspections must be completed prior to children starting in the program.
 - 6.2.3.2. Contractors must fill out the DEL Approval of New ECEAP Site form for any proposed new sites, which will alert DEL to request the inspection. DEL will notify the Contractor when the request is filed. Additional information is available on the DEL website.
 - 6.2.3.3. Sites located in public school buildings that have passed an inspection within the last 6 months must submit a copy of that inspection to DEL within the timelines.
 - 6.2.3.4. If a site fails the first inspection, the Contractor must submit their corrective action plan to DEL for approval within 30 days of the inspection.
- 6.2.4. Post the following materials in accordance with [Chapter 170-295 WAC](#) so they are clearly visible to parents and staff:
 - 6.2.4.1. Child care center license ([WAC 170-295-7080](#)).
 - 6.2.4.2. Notice to parents that copies of recent licensing checklists, monitoring checklists and compliance agreements for any deficiencies are available for review ([WAC 170-295-7080](#)).
- 6.2.5. Notify parents in writing about any animals on the premises and the potential health risks associated with the animals in accordance with [WAC 170-295-5170](#). Contractors must have a signed statement from each parent stating that they understand the potential risks.
- 6.2.6. The Contractor must comply with the health and safety requirements contained in chapter 170-295 WAC, including the following:
 - 6.2.6.1. [RCW 43.215.360\(1\)](#): prohibition against the use of window blind cords.
 - 6.2.6.2. [WAC 170-295-5020\(4\)](#): Method and procedure for monitoring entrance and exit doors.
 - 6.2.6.3. [WAC 170-295-5020\(2\)\(b\)](#): provide guard rails on stairs, ramps, and lofts.
 - 6.2.6.4. [WAC 170-295-5020\(2\)\(d\)](#): shield light bulbs and tubes to prevent shattering.
 - 6.2.6.5. [WAC 170-295-5020\(2\)\(c\)](#): use tamper resistant outlets or covers.
 - 6.2.6.6. [WAC 170-295-5020\(3\)](#): prohibition against the use of portable heaters.
 - 6.2.6.7. [WAC 170-295-5050\(2\)](#): prohibition against wading pools.
- 6.2.7. Notify DEL if you experience a fire, flood, earthquake, septic/sewer problems or structural damage.
- 6.3. Under the implementation of the Full School Day and/or Extended Day models the Contractor must:
 - 6.3.1. Provide meals and snacks according to Exhibit E: ECEAP Performance Standards. In addition:
 - 6.3.1.1. For Full School Day models: Contractors must follow the meal schedule outlined in [WAC 170-295-3150](#). They must provide one meal and two snacks or two meals and one snack.
 - 6.3.1.2. For Extended Day models: Contractors must follow the meal schedule outlined in [WAC 170-295-3150](#). Sites open less than nine hours must provide one meal and two snacks or two meals and one snack. Sites open over nine hours must serve at least two snacks and two meals or three snacks and one meal.
 - 6.3.2. Plan daily schedules for Full School Day and Extended Day models that meet Exhibit E: ECEAP Performance Standards and the needs of the enrolled children, including:
 - 6.3.2.1. Rest time that is flexible, meets the licensing requirements and meets the individual developmental needs of the children in accordance with [WAC 170-295-2050](#).
 - 6.3.2.2. This includes providing quiet learning activities for children who do not require a lengthy rest time.
 - 6.3.2.3. For classes that meet over six hours, schedule at least two blocks of free choice time that meet Exhibit E: ECEAP Performance Standards.
 - 6.3.2.4. These must be scheduled when the majority of children are in class with at least one opportunity in the morning and one in the afternoon.
 - 6.3.3. Participate in training on the proposed menu of curricula options, once available for the purpose of future implementation.
 - 6.3.4. Participate in training on the proposed menu of differentiated family support and engagement service options, once available, for the purpose of future implementation.

- 6.3.5. Offer Families Moving Forward, the DEL curriculum on executive function and family self-sufficiency for parents and guardians of enrolled ECEAP children. DEL will provide the curriculum and notify Contractors when this is available.
- 6.4. The Contractor may have flexibility to modify instruction and classroom schedules during summer months, holiday/vacation periods, and for professional development activities.

7. ADDITIONAL HEALTH AND SAFETY REQUIREMENTS

The Contractor must:

- 7.1. Create a policy on the promotion of physical activity and removal of potential barriers to physical activity participation.
- 7.2. Require a minimum of 30 minutes a day of outdoor play unless conditions pose a health and safety risk to children, for sites providing Full School Day or Extended Day models.
- 7.3. Staff must support children's play and learning by promoting children's active play and participating in children's active games when appropriate.
- 7.4. Have a planned curriculum that includes:
 - 7.4.1. Specific nutrition education activities including teaching healthy foods and portion sizes.
 - 7.4.2. Use of media only for educational purposes or physical activity and never during meals.
- 7.5. Include the following additional requirements beyond ECEAP Performance Standard D-15 when planning menus:
 - 7.5.1. Limit the amount of highly processed foods which include saturated fats and high fat foods; fried and breaded meats; and fried potatoes.
 - 7.5.2. Serve foods low in salt which include limiting salty foods such as chips and pretzels.
 - 7.5.3. Limit grains high in sugar and fats including but not limited to muffins, cakes, pop tarts, French toast sticks.
 - 7.5.4. Avoid sugar including, but not limited to sweets such as candy, sodas, sweetened drinks, fruit nectars and flavored milk.
 - 7.5.5. Serve whole grain breads, cereals and pastas at least once a day.
 - 7.5.6. Serve a variety of vegetables and whole fruit, rather than juice with no added sugars.
 - 7.5.7. When serving juice, ensure it is 100 percent juice and only served at meal times.
 - 7.5.8. Ensure drinking water is available for self service, indoors and outdoors.

8. USE OF TEACHING STRATEGIES GOLD®

The Contractor must:

- 8.1. Use Teaching Strategies GOLD® Online for their child assessment tool.
- 8.2. Enter and maintain accurate information in Teaching Strategies GOLD® Online including:
 - 8.2.1. Entering each child's demographic data.
 - 8.2.2. Selecting ECEAP as the funding source for each child, if you use the Child Plus to GOLD® bridge.
 - 8.2.3. Entering child observations in Teaching Strategies GOLD® Online throughout the school year.
 - 8.2.4. Rating, pursuant to Exhibit D: Deliverables Calendar, all objectives within the following areas of Teaching Strategies GOLD®: Social-Emotional, Physical, Language, Cognitive, Literacy and Mathematics.
 - 8.2.4.1. Teachers must finalize the checkpoint in Teaching Strategies GOLD® Online for all children attending class for a minimum of two weeks prior to the checkpoint due date.
- 8.3. Complete the Home Language Survey for all ECEAP children and assess their English language acquisition, if indicated, using Teaching Strategies GOLD® Online objectives 37-38.
- 8.4. Archive, not delete, all exited ECEAP children's portfolios.
- 8.5. Require lead teachers to take the Teaching Strategies GOLD® reliability test within six months of their Teaching Strategies GOLD® Online training or within six months of the beginning of the school year.
- 8.6. Ensure lead teachers maintain valid reliability certification.

9. EARLY ACHIEVERS PARTICIPATION¹

¹ Subject to change pending legislative requirements that may become codified and applicable after this contract is issued.

- 9.1. The Contractor must ensure that all ECEAP sites are participating in Early Achievers according to the timelines listed in Exhibit D: Deliverables Calendar. This must include:
 - 9.1.1. Contractors must complete the Early Achievers Participation Agreement by September 15, 2015. This does not apply to Contractors with all sites on the Early Achievers Licensed Child Care Participation Pathway.
 - 9.1.2. Existing ECEAP sites must enroll in Early Achievers by October 1, 2015.
 - 9.1.3. Existing ECEAP sites must rate a Level 4 or 5 in Early Achievers by March 1, 2016.
 - 9.1.3.1. If an existing ECEAP site does not rate a Level 4 or 5 in Early Achievers, then the site must complete remedial activities with DEL and rate at a level 4 or 5 in Early Achievers within six months of beginning remedial activities.
 - 9.1.4. New 2015-16 Contractors must attend the Early Achievers Orientation by September 15, 2015.
 - 9.1.5. New 2015-16 ECEAP sites must complete the Early Achievers registration within 30 days of the start of the ECEAP contract.
 - 9.1.6. New 2015-16 ECEAP sites must rate a Level 4 or 5 in Early Achievers within 12 months of enrollment.
 - 9.1.6.1. If a new 2015-16 ECEAP site does not rate a level 4 or 5 in Early Achievers within the designated timeline, the site must complete remedial activities with DEL and rate at a Level 4 or 5 in Early Achievers within six months of beginning remedial activities.
 - 9.1.6.2. To avoid disruption, DEL may allow for new 2015-16 ECEAP sites who have rated below a level 4 after completion of the six-month remedial period to continue to provide services until the current school is finished.
 - 9.1.7. New 2015-16 ECEAP sites that are licensed or certified child care centers and homes must rate a Level 4 or 5 in Early Achievers within 18 months of the start date of the ECEAP contract.
 - 9.1.7.1. If a new licensed or certified child care ECEAP site does not rate a level 4 or 5 within the designated timeline, the site must complete remedial activities with DEL and rate at a Level 4 or 5 in Early Achievers within six months of beginning remedial activities.
 - 9.1.7.2. To avoid disruption, DEL may allow for new licensed or certified child care ECEAP sites who have rated below a level 4 after completion of the six-month remedial period to continue to provide services until the current school is finished.
- 9.2. The Contractor must incorporate the use of the Classroom Assessment Scoring System (CLASS) and Environment Rating Scale (ERS) assessments to improve curriculum, learning environments and interactions.
- 9.3. The Contractor must provide resources to support achievement of goals and implementation of quality improvement plans.

10. EARLY ACHIEVERS COACH

- 10.1. The Contractor must provide, or have access to, a practice-based coach trained on the Early Achievers Coach Framework, to:
 - 10.1.1. Support rating readiness and ongoing continuous quality improvement.
 - 10.1.2. Assist the Contractor in identifying goals and making quality improvement plans to achieve goals.
- 10.2. All persons serving in the role of coach must meet the following qualifications:
 - 10.2.1. Bachelor's degree in Early Childhood Education or related field.
 - 10.2.2. A minimum of two years working with young children in a group setting and experience as an early learning coach, consultant, mentor or trainer.
 - 10.2.2.1. If the best candidate for the position is not fully qualified, the contractor must ensure the newly hired staff person has an Associate's degree in Early Childhood Education or related field, and is on a Professional Development Plan (PDP) to fully meet the qualifications of their role within five years from date of hire. The Contractor must monitor progress on all PDPs and ensure the staff make yearly progress to meet the required qualifications.
 - 10.2.3. Complete Orientation for Early Achievers Coaches working with ECEAP sites (webinar) upon hire.
 - 10.2.4. Attend the Early Achievers Coach Framework training within six months of hire.
 - 10.2.5. Participate in Early Achievers ECEAP coach webinars, trainings and meetings.
 - 10.2.6. Register in MERIT and enter data, as required, into WELS.

11. STAFF QUALIFICATIONS AND PROFESSIONAL DEVELOPMENT

- 11.1. The Contractor must ensure that staff qualifications are entered in MERIT for each person in the role of ECEAP lead teacher, assistant teacher and family support staff upon hire.
- 11.2. The Contractor must support the professional development of classroom staff by providing regularly scheduled time for:
 - 11.2.1. Curriculum planning.
 - 11.2.2. Engaging in reflective practice with coaches, supervisors and peers.

12. USE OF DEL LOGO

The Contractor must include the DEL or 2012 DEL ECEAP logo, provided by DEL, on ECEAP publications intended for an audience outside of the Contractor's ECEAP program, such as marketing materials, recruitment flyers or annual reports. The full-color or black-and-white DEL or DEL ECEAP logo must appear in its entirety without modification. For more information, see <http://del.wa.gov/publications/eceap/ECEAPlogos.aspx>.

13. NOTIFICATION TO DEL

The Contractor must inform DEL immediately of any serious issue that has potential for media coverage or impact to services for ECEAP children or families. This includes, but is not limited to:

- 13.1. Child Protective Services (CPS) issues related to ECEAP children, families, staff and facilities.
- 13.2. Changes that must be reported according to [WAC 170-295-7070](#).

14. EARLY LEARNING MANAGEMENT SYSTEM (ELMS)

- 14.1. The Contractor must enter and maintain accurate data in ELMS. This includes ensuring all data is entered in ELMS according to Exhibit D: Deliverables Calendar and the ELMS ECEAP Data Entry-Minimum Requirements on the ELMS news page.
- 14.2. The Contractor must obtain and maintain a record of written permission from parents before requesting that DEL transfer ELMS records from another Contractor, and document this permission in ELMS.

15. ECEAP ELIGIBILITY

The Contractor must:

- 15.1. Verify family income before determining a child's eligibility in ECEAP and prioritize all eligible children according to Exhibit E: ECEAP Performance Standards.
- 15.2. Ensure eligibility criteria are met for children enrolled in Full School Day and Extended Day models.
- 15.3. Ensure staff verifying ECEAP eligibility and enrollment complete training on eligibility policy and procedures for Part-Day, Full School Day and Extended Day models prior to enrolling children. Staff can access the training online at <http://eceap.deltraining.com/> and will receive a certificate of completion.
- 15.4. Ensure that the staff who determine eligibility are trained on proper eligibility determination practices and the importance of protecting program integrity and the public trust. Fraudulent eligibility practices may lead to suspension or termination of ECEAP contracts, requiring the Contractor to discontinue subcontracts or terminate the involved employees, and referring cases for criminal prosecution.
- 15.5. Immediately inform DEL of any suspicion that an employee improperly recorded a family's eligibility criteria or a family provided false information in order to enroll in ECEAP.

16. CHILD SAFETY

- 16.1. Children's health, safety and well-being must always be the primary concern of the Contractor in the delivery of services under this Contract. The Contractor must report child abuse and neglect in accordance with [RCW 26.44.030](#). If the Contractor, or any of the Contractor's employees, has reasonable cause to believe that a child has suffered abuse or neglect from any person, the Contractor or employee must immediately report such incident to CPS Intake at 1-866-ENDHARM. This requirement includes suspected abuse or neglect that occurs when a child is in the care of the Contractor as well as outside of the Contractor's care.
- 16.2. The Contractor must ensure that managers, board members, employees and volunteers of the ECEAP program who will or may have contact with ECEAP children complete training on child abuse and neglect, including reporting procedures, within two weeks of initial association with ECEAP and annually thereafter. Training may consist of viewing the DSHS PowerPoint: "Child Protective Services: Guidance for Mandated Reporters" that is available on the DSHS website at <https://www.dshs.wa.gov/sites/default/files/CA/csp/documents/MandatedReporterTraining.pdf>. The Contractor must retain a statement signed annually by each person participating in this training, acknowledging their completion of training and duty to report child abuse and neglect.

17. SPECIFIC SUBCONTRACT REQUIREMENTS

- 17.1. In addition to Exhibit C, Section 35 (Subcontracting), all subcontracts must include the following:
 - 17.1.1.1. Number of slots for ECEAP children.
 - 17.1.1.2. Funds per slot.
 - 17.1.1.3. A List of deliverables the Subcontractor must submit to the Contractor, with due dates.
 - 17.1.1.4. A Description of how the Contractor will monitor the Subcontractor for compliance with all the provisions of this Contract, including Exhibit E: ECEAP Performance Standards and fiscal components.
- 17.2. The Contractor must not subcontract ECEAP in an unlicensed child care center or a child care center that is not in good standing with DEL child care licensing.

18. SERVICE AREA AGREEMENTS

- 18.1. Contractors must complete written and signed Service Area Agreements with each neighboring ECEAP contractor and Head Start grantee and submit the agreements to DEL ECEAP by the due date.
- 18.2. The agreements must fully describe:
 - 18.2.1. Service area boundaries for each party to the agreement, including specific areas for recruitment and enrollment of families for each party.
 - 18.2.2. The process for referral of families between parties.
 - 18.2.3. Plans for ongoing communication.
 - 18.2.4. The process for problem resolution.
 - 18.2.5. Plans for collaborating with service area partners to ensure efficient use of state and community resources, when practical, for:
 - 18.2.5.1. Developing community assessments.
 - 18.2.5.2. Coordinating work with community partners, including the Health Advisory Committee.
 - 18.2.5.3. Planning joint staff and parent training opportunities.
- 18.3. If collaboration is not practical for any of the above, agreements must state the reasons why. If no agreement can be reached, the Contractors must send a description of their efforts and understanding of service area boundaries to DEL.
- 18.4. Contractors who are also Head Start grantees may combine their Head Start Memorandum of Understanding (MOU) and ECEAP Service Area Agreements into one document, providing they meet the requirements for both.
- 18.5. DEL reserves the right to reclaim slots and funds, or reallocate slots to other Contractors, if the Contractor is recruiting within the service area of a neighboring ECEAP or Head Start program.

19. PARENTS' ACCESS TO THEIR CHILD'S RECORDS

Pursuant to a proper request the Contractor must provide the child's ECEAP records to the child's legal guardian or parent. DEL shall also protect all Personal Information collected, used, or acquired in connection with this Contract against loss and against unauthorized use, release, disclosure, publishing, modification, transfer or sale. DEL provides extracts of certain data from Teaching Strategies GOLD® Online and ELMS to the P20W data warehouse managed by the Washington State Education Research and Data Center for the purpose of longitudinal analysis. This data includes fall and spring Teaching Strategies GOLD® Online check points, child names and birthdates, duration of ECEAP services, and demographic information including FPL. It does not include family risk factors, parent-teacher conference notes or family support notes. This data is matched with K-12 and workforce data and de-identified so researchers will not be able to identify individual children.

20. FAMILY SUPPORT

Beginning in 2015-16, Contractors must provide three family support visits with each child's family. This replaces the requirement of 180 minutes per family. Each visit must be 30 minutes or more and otherwise comply with ECEAP Performance Standard F-1. Time spent on enrollment processes does not count toward family support.

21. COMPENSATION FOR FULL SCHOOL DAY OR EXTENDED DAY MODELS

DEL will pay Contractors providing Full School Day or Extended Day models at a per slot rate based on their Early Achievers rating. Contractors will receive quarterly Contract amendments when they have a site with a new rating. Tiered payments will be retroactive to the first of the month that occurred immediately after the qualifying Early Achievers rating. See Exhibit B: Budget for per slot payment rates.

22. USE OF FUNDS

- 22.1. Attached is a reference document with an itemized budget for your information.
- 22.2. The Contractor must maintain a financial management system with written policies and procedures ensuring strong internal controls. The Contractor must maintain a written plan describing the use and allocation of ECEAP funding and other funds.
- 22.3. The Contractor must submit the following according to Exhibit D: Deliverables Calendar:
 - 22.3.1. 2015-16 ECEAP Operating Budget.
 - 22.3.2. ECEAP Contractor Financial Disclosure Certification.
 - 22.3.3. [Staff Compensation Data](#) on the template provided by DEL.
- 22.4. When expending ECEAP funds for items, personnel or services used by other programs or individuals, ECEAP funds must only be spent for the share used solely for ECEAP services.
- 22.5. ECEAP funds provided under this Contract may not be expended for any sectarian purpose or activity, including, but not limited to sectarian worship or instruction.
- 22.6. The Contractor must maintain a written cost allocation plan that describes how ECEAP and other funds are used. Cost allocation plans are subject to the records retention schedule identified in this Contract.
- 22.7. The Contractor may use ECEAP funds for the following costs:
 - 22.7.1. ECEAP administration including planning and coordination; accounting and auditing; purchasing, personnel and payroll functions; and equipment, training, travel and facility costs related to these purposes. Administrative costs must not exceed 15 percent of the amount of this Contract, including Subcontractors' administrative costs, if any.
 - 22.7.2. ECEAP services including preschool education, health services coordination, nutrition, family supports and parent involvement. This includes salaries and benefits for direct service personnel, goods and services, equipment, facilities, training, travel, and other costs related to direct ECEAP services.
- 22.8. ECEAP funds may be used as dollars of last resort for medical, dental, nutrition and mental health services for ECEAP children and families, if alternate sources of assistance are not available.
- 22.9. Travel expenses allowed in this Section (Section 22.6.1 and 22.6.2) may include airfare (economy or coach class only), mileage, other transportation expenses, lodging and subsistence necessary during periods of required travel. The Contractor shall comply with Washington State Office of Financial Management travel policy as described at <http://www.ofm.wa.gov/policy/10.htm> including travel rates and exceptions to the maximum allowable rates.
- 22.10. The Contractor may not use ECEAP funds for the following:
 - 22.10.1. Costs that are not directly related to ECEAP.
 - 22.10.2. Costs that exceed the Contract amount.
 - 22.10.3. Supplanting federally-supported Head Start programs, which is prohibited by [RCW 43.215.415](#).
 - 22.10.4. Work charged to or paid by any other contract or funding source.
- 22.11. If the Contractor provides Part-Day ECEAP within a licensed child care setting, and only receives ECEAP funds through the DEL Contract, the Contractor may separately bill for child care subsidy for the same children for hours that they receive child care beyond the Part-Day ECEAP hours.
- 22.12. The Contractor may engage in efforts to obtain additional funds and in-kind contributions to expand or enhance ECEAP service delivery. The Contractor must not solicit funds from families enrolled in ECEAP.
- 22.13. The Contractor must obtain prior written approval from DEL before using ECEAP funds as a match for any federal funds.
 - 22.13.1. The Contractor may request to use ECEAP funds as federal match by completing the form within the September ELMS Monthly Report. The form must describe the amount of ECEAP funds the Contractor wants to use for the current state fiscal year (July 1 – June 30) and the title of the federal program for which this match would apply to. The request must not exceed the amount of state funds received for ECEAP services.

23. PURCHASE APPROVALS

- 23.1. The Contractor must obtain prior written approval from DEL before using or contributing any ECEAP funds to acquire:
 - 23.1.1. Equipment, defined as any article of tangible, nonexpendable, personal property having a useful life of more than one year with a unit costs of \$5,000 or greater, including ancillary costs. Ancillary costs include, but are not limited to, tax, shipping and installation.

- 23.1.2. Playground or facility improvements with a total cost of \$5,000 or greater including ancillary costs. For playgrounds, this includes, but is not limited to costs for equipment and site preparation.
- 23.2. Purchase requests are required when the equipment or related contract is paid either fully or in part with ECEAP funds.
The Contractor must:
 - 23.2.1. Use the ECEAP Purchase Request Form available on the DEL website at <http://www.del.wa.gov/eceap/>.
 - 23.2.2. Include the cost allocation plan on this request form, if the purchase is not solely for ECEAP use.

24. INVENTORY

- 24.1. The Contractor must maintain an inventory policy and procedure which includes but is not limited to:
 - 24.1.1. Conducting an inventory audit at least once every other year.
 - 24.1.2. Policies pertaining to lost or stolen equipment.
- 24.2. The Contractor must maintain an Inventory List and supporting records for equipment purchased in whole or in part with ECEAP funds, including:
 - 24.2.1. All assets with a unit cost (including ancillary costs) of \$5,000 or greater.
 - 24.2.2. The following assets with unit costs of \$300 or more:
 - 24.2.2.1. Computer systems, laptop and notebook computers.
 - 24.2.2.2. Office equipment.
 - 24.2.2.3. Communications and audio-visual equipment , including CD and record players, radios, TVs, VCRs, DVD players, cameras and photographic projection equipment.
 - 24.2.3. Appliances.
 - 24.2.4. Other assets identified by the Contractor as vulnerable to loss.
- 24.3. The Inventory List and supporting records must include the following, if applicable:
 - 24.3.1. Inventory Control Number (tag).
 - 24.3.2. Description of the asset.
 - 24.3.3. Manufacturer or trade name.
 - 24.3.4. Serial number.
 - 24.3.5. Contractor's acquisition date.
 - 24.3.6. Order number – from purchasing document.
 - 24.3.7. Total cost or value at time of acquisition (including all ancillary costs).
 - 24.3.8. Ownership status, for example if shared by multiple funding sources.
 - 24.3.9. Depreciation (for capital assets).
 - 24.3.10. Location of item.
 - 24.3.11. Useful life, in years.
 - 24.3.12. Disposal date, method, and salvage value.

Exhibit B: Budget

DEL Contract Number: XX-XXXX
Title: ECEAP

State Fiscal Year 2016 (July 1 2015 – June 30 2016)

Payment Point	Qty Unit	Unit Cost	Budget	Limit	Note
July 2015 – Admin, Enrollment, Staff Dev	1 Monthly	\$000.00	\$000,000.00	Yes	
August 2015 – Admin, Enrollment, Staff Dev	1 Monthly	\$000.00	\$000,000.00	Yes	
September 2015 – Comprehensive Preschool Services	1 Monthly	\$000.00	\$000,000.00	Yes	
October 2015 – Comprehensive Preschool Services	1 Monthly	\$000.00	\$000,000.00	Yes	
November 2015 – Comprehensive Preschool Services	1 Monthly	\$000.00	\$000,000.00	Yes	
December 2015 – Comprehensive Preschool Services	1 Monthly	\$000.00	\$000,000.00	Yes	
January 2016 – Comprehensive Preschool Services	1 Monthly	\$000.00	\$000,000.00	Yes	
March 2016 – Comprehensive Preschool Services	1 Monthly	\$000.00	\$000,000.00	Yes	
April 2016 – Comprehensive Preschool Services	1 Monthly	\$000.00	\$000,000.00	Yes	
May 2016 – Comprehensive Preschool Services	1 Monthly	\$000.00	\$000,000.00	Yes	
June 2016 – Admin, Enrollment, and Staff Dev	1 Monthly	\$000.00	\$000,000.00	Yes	
Total:			\$000,000.00		
Contract Maximum:			\$000,000.00		

Exhibit C: General Terms and Conditions



DEL Contract Number: XX-XXXX
Title: ECEAP

1. ADVANCE PAYMENTS PROHIBITED

No payments in advance or in anticipation of goods or services to be provided under this Contract shall be made by DEL.

2. AMENDMENT

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

3. ASSIGNMENT

The work to be provided under this Contract, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

4. ATTORNEY'S FEES

In the event of litigation or other action brought to enforce this Contract, each party agrees to bear its own attorney fees and costs.

5. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND INELIGIBILITY

If federal funds are the basis for this Agreement, the Contractor certifies that neither it nor its principals are debarred, suspended, proposed for debarment, or voluntarily excluded from participation in transactions by any federal department or agency. The Contractor further certifies that they will ensure that potential subcontractors or subrecipients or any of their principals are not debarred, suspended, proposed for debarment, or voluntarily excluded from participation in "covered transactions" by any federal department or agency. "Covered transactions" include procurement contracts for goods or services awarded under a non-procurement transaction (e.g. grant or cooperative agreement) that are expected to equal or exceed \$25,000, and sub-awards to subrecipients for any amount. The Contractor may do so by obtaining a certification statement from the potential subcontractor or sub-recipient or by checking the "List of Parties Excluded from Federal Procurement and Non-Procurement Programs" provided on-line by the General Services Administration.

6. CHOICE OF LAW AND VENUE

This Contract shall be governed by the laws of the State of Washington without regard to the conflict of law rules of any jurisdiction. Every dispute concerning the interpretation or effect of this Contract and/or the use of the goods or services described in this Contract must be resolved in the federal or state courts located in Washington. The Contractor agrees to the exclusive personal jurisdiction, and subject matter jurisdiction of these courts. Thurston County shall be the venue of any litigation arising out of this Contract.

7. COMPLIANCE WITH LAWS, RULES, AND REGULATIONS

7.1. Assurances

The Contractor agrees that all activity pursuant to this Contract will be in accordance with all applicable current federal, state and local laws, rules, and regulations, including but not limited to the Public Records Act ([chapter 42.56 RCW](#)), the Freedom of Information Act (5 U.S.C. 522) and the Records Retention Act ([chapter 40.14 RCW](#)).

7.2. Civil Rights Laws

7.2.1. During the performance of this Contract the parties shall comply with all federal and state nondiscrimination laws including, but not limited to [chapter 49.60 RCW](#), Washington's Law Against Discrimination, and 42 U.S.C. § 12101 et seq., the Americans with Disabilities Act (ADA).

7.2.2. In the event of the Contractor's or its subcontractors' noncompliance or refusal to comply with any nondiscrimination law, regulation or policy, this Contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the DEL. The Contractor shall, however, be given a reasonable time in which to

remedy this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

7.3. Conflict of Interest

7.3.1. Notwithstanding any determination by the Executive Ethics Board or other tribunal, the DEL may, in its sole discretion, by written notice to the Contractor terminate this Contract if it is found after due notice and examination by the DEL that there is a violation of the Ethics in Public Service Act, [Chapter 42.52 RCW](#), or any similar statute involving the Contractor in the procurement of, or performance under, this Contract.

7.3.2. In the event this Contract is terminated as provided above, the DEL shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor. The rights and remedies of the DEL provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the DEL makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this Contract.

7.4. Licensing, Accreditation and Registration

The Contractor and its subcontractors shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements and standards necessary for the performance of this Contract.

7.5. Noncompliance with Laws, Regulations, or Policies

The Contractor shall be responsible for and shall pay any fines, penalties, or disallowances imposed on the State or Contractor arising from any noncompliance with the laws, regulations, policies, guidelines and Collective Bargaining Agreements that affect the Services or Deliverables that are to be provided or that have been provided by Contractor, its Subcontractors or agents.

7.6. Registration with Department of Revenue and Payment of Taxes

The Contractor must pay all taxes including, but not limited to, sales and use taxes, Business & Occupation taxes, other taxes based on the Contractor's income or gross receipts, or personal property taxes levied or assessed on the Contractor's personal property. The Contractor shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this Contract.

8. CONTRACTOR STAFF

8.1. During the term of the Contract, the DEL reserves the right to approve or disapprove Contractor's and any Subcontractor's staff assigned to this Contract, to approve or disapprove any proposed changes in staff, or to require the removal or reassignment of any Contractor or Subcontractor staff found unacceptable by DEL, subject to DEL's compliance with applicable laws and regulations.

8.2. Contractor assumes sole and full responsibility for its acts and the acts of its personnel. Contractor shall ensure that any transition to new staff will not affect the schedule or provision of services set forth in this Contract. Contractor understands and agrees that the DEL does not assume liability for the actions of Contractor's, its Subcontractors or agents. Contractor agrees that it has no right to indemnification or contribution from DEL for any judgments rendered against Contractor, its Subcontractors or agents.

9. CONTINUED PERFORMANCE

If the DEL, in good faith, has reason to believe that Contractor does not intend to, or is unable to perform or has refused to perform or continue performing all material obligations under this Contract, the DEL may demand in writing that Contractor give a written assurance of intent to perform. Failure by Contractor to provide written assurance within the number of days specified in the demand (in no event less than five business days) may, at the DEL's option, be the basis for terminating this Contract under the terms and conditions or other rights and remedies available by law or provided by this Contract.

10. COPYRIGHT

10.1. Unless otherwise provided, all Materials produced under this contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the DEL. The DEL shall be considered the author of such Materials. In the event the Materials are not considered "works for hire," under the U.S. Copyright Laws, Contractor hereby irrevocably assigns all right, title, and interest in Materials, including all intellectual property rights, to the DEL effective from the moment of creation of such Materials.

10.2. "Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes,

and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

- 10.3. For Materials that are delivered under the Contract, but that incorporate preexisting materials not produced under the Contract, Contractor hereby grants to the DEL a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the DEL.
- 10.4. The Contractor shall exert all reasonable effort to advise the DEL, at the time of delivery of data furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The DEL shall receive prompt written notice of each notice or claim of infringement received by the Contractor with respect to any data delivered under this Contract. The DEL shall have the right to modify or remove any restrictive markings placed upon the data by the Contractor.

11. DATA SHARE AND PROTECTION OF CONFIDENTIAL INFORMATION

11.1. Scope of Protection

This Section (Section 11) applies to data, information, or materials related to the subject matter of this Contract which is received, created, developed, revised, modified, or amended by the DEL, the Contractor, or subcontractors. Such data, information, and materials shall include but is not limited to all confidential information.

11.2. Use of Confidential Information

11.2.1. For data and confidential information collected, used, or acquired in connection with this Contract the parties shall comply with the following:

11.2.1.1. All federal and state laws and regulations, as currently enacted or revised, regarding data and confidential information protection, security; and

11.2.1.2. All federal and state laws and regulations, as currently enacted or revised, regarding the use, disclosure, modification or loss of data and confidential information.

11.2.2. The DEL does not warrant or guarantee the accuracy of the data or confidential information provided pursuant to this Contract. The Contractor understands all the risks and liabilities of the use and misuse of the information provided pursuant to this Contract.

11.3. Information Technology Security Standards

11.3.1 The Contractor and its staff and the subcontractors and their staff shall comply with the following:

11.3.1.1 All security standards, practices, and procedures which are equal to or exceed those of DEL as contained in this Section (Section 11); and

11.3.1.2 The Washington State Office of the Chief Information Officer IT Standards.

11.3.2 The parties agree to implement physical, electronic, and managerial policies, procedures, and safeguards to prevent unauthorized access, use, or disclosure of data and confidential information. The Contractor shall make the data and confidential information available to amend as directed by DEL and incorporate any amendments into all the copies maintained by the Contractor or their Subcontractors.

11.4. Confidentiality Protection

To safeguard the confidentiality of all confidential information and in addition to the requirements contained in this Section (Section 11) the Contractor must:

11.4.1. Ensure that the Contractor's staff, subcontractors, and the subcontractors' staff use confidential information solely for the purposes of accomplishing the services set forth in this Contract. The term "staff" shall have the same meaning as set forth in Exhibit C, Section 35 (Subcontracting).

11.4.2. Limit access to confidential information to the Contractor's staff and subcontractors' staff requiring access for performance of their assigned duties. Require all Contractor and subcontractor staff, with access to confidential information, to sign a Statement of Confidentiality and Non-Disclosure agreement consistent with Attachment 2 Statement of Confidentiality and Non-Disclosure Agreement.

11.4.3. The Contractor will maintain records of the Statement of Confidentiality And Non-Disclosure agreements with signatures from all applicable staff. These records will be available to DEL upon request.

- 11.4.4. Notify its staff person(s) and ensure its Subcontractors notify the subcontractors' staff person(s) of the requirements of Exhibit C, Section 7 (Compliance With Laws, Rules, And Regulations), and this Section (Section 11).
- 11.4.5. Ensure confidential information is not used, released, disclosed, published, modified, transferred, sold, or otherwise made known to unauthorized persons without the prior written consent of (1) the individual named; or (2) if the named individual is a child, the written consent of their parent or guardian; or (3) or as provided by law.
- 11.4.6. Ensure that confidential information is protected from loss and from unauthorized physical or electronic access.
- 11.4.7. When confidential information is stored on computers, require individual user IDs and passwords.
- 11.4.8. Destroy all confidential information so that it cannot be accessed by unauthorized individuals and cannot be recovered, when the confidential information is no longer required by the Records Retention Act (chapter 40.14) or Exhibit C, Section 31 (Records Maintenance), whichever is longer. Unless the Washington State Office of the Chief Information Officer IT Standards require a different method for the destruction of confidential information, confidential information required to be destroyed under this Section (Section 11) must be destroyed as follows:
 - 11.4.8.1 For paper documents containing data, but not confidential information, a contract with a paper shredding firm is acceptable, provided the contract ensures that the confidentiality of the data will be protected. Such documents may also be destroyed by on-site shredding, pulping, or incineration.
 - 11.4.8.2 For paper documents containing Confidential Information requiring special handling (e.g. Protected Client Information) the documents must be destroyed by on-site shredding, pulping, or incineration.
 - 11.4.8.3 If data or confidential information has been contained on optical discs (e.g. CDs or DVDs), the Contractor shall either destroy by incineration the disc(s), shredding the discs, or completely deface the readable surface with a coarse abrasive.
 - 11.4.8.4 If data or confidential information has been stored on magnetic tape(s), the Contractor shall destroy the data or confidential information by degaussing, incinerating or crosscut shredding.
 - 11.4.8.5 If data or confidential information has been stored on server or workstation data hard drives or similar media, the Contractor shall destroy the data or confidential information by using a "wipe" utility which will overwrite the data or confidential information at least three (3) times using either random or single character data, degaussing sufficiently to ensure that the data or confidential information cannot be reconstructed, or physically destroying disk(s).
 - 11.4.8.6 If data or confidential information has been stored on removable media (e.g. floppies, USB flash drives, portable hard disks, or similar disks), the data recipient shall destroy the data or confidential information by using a "wipe" utility which will overwrite the data or confidential information at least three (3) times using either random or single character data, degaussing sufficiently to ensure that the data or confidential information cannot be reconstructed, or physically destroying disk(s).
- 11.4.9. Within fifteen calendar days after the completion of the requirements contained in Exhibit C, Section 11.4.8 the Contractor shall complete and deliver to DEL a signed Certification of Data Disposition (Attachment 3)
- 11.4.10. Paper records must be protected by storing the records in a secure area which is only accessible to authorized personnel. When not in use, such records must be stored in a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.
- 11.4.11. Shall immediately notify DEL after becoming aware of any potential, suspected, attempted, or actual breaches of security including, but not limited to, unauthorized access use or disclosure, and compromised data, or compromised login IDs or passwords. The Contractor shall take all necessary steps to mitigate the harmful effects of such breach of security. The Contractor agrees to defend, protect, and hold harmless DEL for any damages related to a breach of security by their officers, directors, employees, subcontractors or agents. Immediately after becoming aware of a suspected, attempted, or actual breach the Contractor must contact the

DEL Contract Manager (DEL Pre-K Specialist) and DEL's Help Desk at (360) 407-1960 or help.desk@del.wa.gov.

11.5. Confidentiality Breach

In the event of a breach by the Contractor of this Section (Section 11), and in addition to all other rights and remedies available to DEL, DEL may elect to do any of the following: (1) terminate the Contract; (2) require that the Contractor return all confidential information to DEL that was previously provided to the Contractor by DEL or the State of Washington; (3) require that the Contractor destroy all confidential information so it cannot be accessed by unauthorized individuals and cannot be recovered; or (4) suspend the Contractor's on-line access to accounts and other information.

11.6. Method of Transfer

All data transfers to or from the Contractor shall only be made by using the secure data.wa.gov portal provided by the State of Washington with login and hardened password security.

11.7. Public Disclosure

11.7.1. Either party to this Contract may designate certain Confidential Information as "Confidential Information/Notice Requested." This designation shall be made by clearly stamping, watermarking, or otherwise marking each page of the Confidential Information. The party who owns the data is responsible for informing the other party what it considers confidential.

11.7.2. If a third party requestor seeks information that has been marked "Confidential Information/Notice Requested," notice shall be given to the marking party prior to release of the information. Such notice shall be provided to the program contact no less than five business days prior to the date of the disclosure, to allow the party objecting to disclosure to seek a protective order from the proper tribunal.

11.8. Access to Data

In compliance with [RCW 39.26.180](#), the Contractor shall provide access to data generated under this Contract to DEL, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes, but is not limited to, access to all information that supports the findings, conclusions and recommendations of the Contractor's reports, including computer models and methodology for those models.

11.9. Definitions

As used throughout this Contract, the following terms shall have the meanings set forth below:

11.9.1. "Confidential Information" means information that may be exempt from disclosure under either [chapter 42.56 RCW](#) or other state or federal statutes. Confidential Information includes, but is not limited to, personal information, agency source code or object code, and agency security data.

11.9.2. "Converted Data" means the data which has been successfully converted by the Contractor for processing by the DEL's computer system.

11.9.3. "Data" means the DEL's records, files, forms, data, information and other documents in electronic or hard copy form, including but not limited to Converted Data.

11.9.4. "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, e-mail addresses, credit card information, law enforcement records or other identifying numbers or Protected Health Information, any financial identifiers, and other information that may be exempt from disclosure under either [chapter 42.56 RCW](#) or other state and federal statutes.

12. DISALLOWED COSTS

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

13. DISPUTES

13.1. Except as otherwise provided in this contract, when a dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a Dispute Resolution Board ("DRB").

13.2. A request for a DRB must:

13.2.1. Be in writing;

13.2.2. State the disputed issues;

13.2.3. State the relative positions of the parties;

- 13.2.4. State the Contractor's name, address, and contact telephone number; and
- 13.2.5. Be mailed to the other party's (respondent's) Contract Manager after the parties agree that they cannot resolve the dispute.
- 13.3. The respondent shall mail a written answer to the requester's Contract Manager within 10 business days of the receipt of the request for a DRB.
- 13.4. Once a party requests a DRB, each party shall designate a representative. The representatives shall mutually select a third member. The DRB shall evaluate the facts, Contract terms and applicable statutes and rules and make a determination by majority vote. The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding concerning the Contract. The parties agree that the DRB shall precede any action in judicial or quasi-judicial tribunal.

14. DUPLICATE PAYMENT

DEL shall not pay the Contractor if the Contractor has charged or will charge the State of Washington, or any other party under any other contract or agreement, for the same services or expenses.

15. ENTIRE CONTRACT

This Contract, including all referenced exhibits and attachments, contains all the terms and conditions agreed upon by the parties. No other understanding, written, oral, or otherwise regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

16. EXPENSES

All expenses not provided for specifically in this Contract shall be the responsibility of the Contractor unless otherwise mutually agreed upon by the parties.

17. FEDERAL FUNDING REQUIREMENTS

17.1. Covenant Against Contingent Fees

The Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Contractor for securing business. DEL shall have the right, in the event of breach of this clause by the Contractor, to annul this Contract without liability or, in its discretion, to deduct from the Contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fees.

17.2. Single Audit Requirements

If the Contractor is a sub-recipient of federal awards as defined by Office of Management and Budget (OMB) 2 Code of Federal Regulations C.F.R. §200, the Contractor shall maintain records that identify all federal funds received and expended. Such funds shall be identified by the appropriate OMB Catalog of Federal Domestic Assistance (CFDA) Numbers. The Contractor shall make the Contractor's records available for review or audit by officials of the federal awarding agency, the General Accounting Office, DEL, and the Washington State Auditor's Office. The Contractor shall incorporate OMB 2 C.F.R. §200 audit requirements into all contracts between the Contractor and its Subcontractors who are subrecipients. The Contractor shall comply with any future amendments to OMB 2 C.F.R. §200 and any successor or replacement Circular or regulation.

- 17.3. If the Contractor expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year ending after December 26, 2014, the Contractor shall procure and pay for a single or program-specific audit for that year. Upon completion of each audit, the Contractor shall submit to DEL's Contract Manager the data collection form and reporting package specified in OMB 2 C.F.R. §200, and any reports required by the program-specific audit guide (if applicable).

17.4. Certification of cost allocation plan or indirect (F&A) cost rate proposal

Each cost allocation plan or indirect (F&A) cost rate proposal must comply with the following:

- 17.4.1. A proposal to establish a cost allocation plan or an indirect (F&A) cost rate, whether submitted to a Federal cognizant agency for indirect costs or maintained on file by the non-Federal entity, must be certified by the non-Federal entity using the Certificate of Cost Allocation Plan or Certificate of Indirect Costs as set forth in Appendices III through VII, and Appendix IX. The certificate must be signed on behalf of the non-Federal entity by an individual at a level no lower than vice president or chief financial officer of the non-Federal entity that submits the proposal.

- 17.4.2. Unless the non-Federal entity has elected the option under OMB 2 C.F.R. §200.414 Indirect (F&A) costs, paragraph (f), the Federal Government may either disallow all indirect (F&A) costs or unilaterally establish such a plan or rate when the non-Federal entity fails to submit a certified proposal for establishing such a plan or rate in accordance with the requirements. Such a plan or rate may be based upon audited historical data or such other data that have been furnished to the cognizant agency for indirect costs and for which it can be demonstrated that all unallowable costs have been excluded. When a cost allocation plan or indirect cost rate is unilaterally established by the Federal Government because the non-Federal entity failed to submit a certified proposal, the plan or rate established will be set to ensure that potentially unallowable costs will not be reimbursed.
- 17.5. Certifications by non-profit organizations as appropriate that they did not meet the definition of a major nonprofit organization as defined in OMB 2 C.F.R. §200.414 Indirect (F&A) costs, paragraph (a).
- 17.6. See also OMB 2 C.F.R. §200.450 Lobbying for another required certification.

18. FUNDING CONTINGENCY

- 18.1. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to completion of the work in this Contract, the DEL may:
 - 18.1.1. Terminate this Contract with ten (10) days advance notice. If this Contract is terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Contract prior to the effective date of termination;
 - 18.1.2. Renegotiate the terms of the Contract under the new funding limitations and conditions;
 - 18.1.3. After a review of project expenditures and deliverable status, extend the end date of this Contract and postpone deliverables or portions of deliverables; or
 - 18.1.4. Pursue such other alternatives as the parties mutually agree to in writing.

19. HEADINGS

The headings throughout this Contract are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Contract.

20. INDEMNIFICATION

- 20.1. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless State, agencies of State and all officials, agents and employees of State, from and against all claims for injuries or death arising out of or resulting from the performance of the Contract. Contractor's obligation to indemnify, defend, and hold harmless includes any claim by Contractors' agents, employees, representatives, or any subcontractor or its employees.
- 20.2. The Contractor expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Contractor's or any subcontractor's performance or failure to perform under the Contract. The Contractor shall be required to indemnify, defend, and hold harmless the State only to the extent claim is caused in whole or in part by negligent acts or omissions of Contractor.
- 20.3. The Contractor waives its immunity under [Title 51 RCW](#) to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, agents or employees.

21. INDEPENDENT CAPACITY

The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and his or her employees or agents performing under this Contract are not employees or agents of the DEL. The Contractor will not hold himself/herself out as nor claim to be an officer or employee of the DEL or of the State of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such employee under law. Conduct and control of the work will be solely with the Contractor.

22. INDUSTRIAL INSURANCE COVERAGE

The Contractor shall comply with the provisions of [Title 51 RCW](#) (Industrial Insurance). If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, DEL may collect from the Contractor the full amount payable to the Industrial Insurance accident fund. DEL may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by DEL under this Contract, and DEL may also transmit the deducted amount to the

Department of Labor and Industries (L&I), Division of Insurance Services. This provision does not waive any of L&I's right to collect from the Contractor.

23. INSURANCE

23.1. The Contractor shall provide insurance coverage as set out in this Section (Section 23). The intent of the required insurance is to protect the State should there be any claims, suits, actions, costs, damages, or expenses arising from any negligent or intentional act or omission of the Contractor or Subcontractor, or agents of either, while performing under the terms of this Contract. The Contractor shall provide insurance coverage, which shall be maintained in full force and effect during the term of this Contract, as follows:

23.1.1. **Commercial General Liability Insurance Policy**

Provide a Commercial General Liability Insurance Policy, including contractual liability, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1,000,000 per occurrence.

23.1.2. **Professional Liability**

Required if services delivered pursuant to this Contract, either directly or indirectly, involve or require providing professional services. Such coverage shall cover injury or loss resulting from Contractors' rendering or failing to render professional services.

23.1.2.1. Contractor shall maintain minimum limits no less than \$1,000,000 per incident, loss, or person, as applicable. If defense costs are paid within the limit of liability, Contractor shall maintain limits of \$2,000,000 per incident, loss, or person, as applicable. If the policy contains a general aggregate or policy limit, it shall be at least two times the incident, loss or person limit.

23.1.2.2. If professional liability insurance is written on a "claims made" basis, the policy shall provide full coverage for prior acts or include a retroactive date that precedes the effective date of this Contract.

23.1.2.3. Contractor is required to buy professional liability insurance for a period of 24 months after completion of this Contract. This requirement may be satisfied by the continuous purchase of commercial insurance or an extended reporting period.

23.1.3. **Automobile Liability**

In the event that services delivered pursuant to this Contract involve the use of vehicles, either owned or unowned by the Contractor, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

23.1.4. The insurance required shall be issued by an insurance company/ies authorized to do business within the State of Washington, and shall name the State of Washington, its officers, agents and employees as additional insureds under the insurance policy/ies. All policies shall be primary to any other valid and collectable insurance. The Contractor shall instruct the insurers to give DEL thirty (30) calendar days advance notice of any insurance cancellation.

23.1.5. The Contractor shall submit to DEL within fifteen (15) calendar days of the Contract "Start Date" listed on the Contract cover sheet, a certificate of insurance that outlines the coverage and limits defined in this Insurance Section (Section 22). The Contractor shall submit renewal certificates as appropriate during the term of the Contract.

23.1.6. Contractor agrees to disclose the existence and nature of any limiting endorsement that applies to any liability insurance policy purchased in accord with this Contract.

23.1.7. Additionally, the Contractor is responsible for ensuring that any Subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

24. LIMITATION OF AUTHORITY

Only the Contractor's agent or agent's delegate by writing (delegation to be made prior to action) and the DEL's agent or agent's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Contract is not effective or binding unless made in writing and signed by the agents for both parties.

25. MONITORING

25.1. DEL has the right to monitor and evaluate performance, compliance, and quality assurance under this Contract. The Contractor shall provide a right of access to its facilities to DEL, personnel authorized by

DEL, or to any other authorized agent or official of the State of Washington or the federal government at all reasonable times in order to monitor and evaluate performance, compliance, and/or quality assurance under this Contract.

25.2. Monitoring activities may include, but are not limited to:

- 25.2.1. Review of deliverables listed in Exhibit A and Exhibit D.
- 25.2.2. Desktop monitoring.
- 25.2.3. Intensive on-site program reviews to monitor Contract compliance.
- 25.2.4. Site visits to review records, observe implementation of services or follow up on compliance issues. These visits may be unannounced.
- 25.2.5. Review of the Contractor's compliance with Exhibit C, Section 11 (Data Share and Protection of Confidential Information).
- 25.2.6. Review of all advertising and publicity matters relating to this Contract in which the State of Washington or the DEL's name, state seal or logo is mentioned or used or language is used from which a connection with the State of Washington or the DEL may, in the DEL's judgment, be inferred or implied.

26. NEUTRAL AUTHORSHIP

Each of the provisions of this Contract has been reviewed and negotiated, and represents the combined work product of both parties hereto. No presumption or other rules of construction which would interpret the provisions of this Contract in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Contract.

27. ORDER OF PRECEDENCE

In the event of an inconsistency in the terms of this Contract, or between the terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- 1. Applicable Federal statutes, regulations, and policies;
- 2. Applicable State of Washington statutes, regulations, and policies;
- 3. The terms and conditions as contained in this basic Contract instrument but not contained in exhibit A, exhibit B, exhibit C, exhibit D, or exhibit E of this Contract;
- 4. Exhibit C General Terms and Conditions;
- 5. Exhibit B Budget;
- 6. Exhibit A Statement of Work;
- 7. Exhibit D ECEAP Deliverables Calendar
- 8. Exhibit E ECEAP Performance Standards; and
- 9. Any other exhibit or attachment, provision, term or material incorporated herein by reference or otherwise.

28. OVERPAYMENT

- 28.1. Contractor shall promptly, but in all cases within 30 Days, pay to the DEL the full amount of any erroneous payment or overpayment (a) upon Notice of an erroneous payment or overpayment to which Contractor is not entitled with supporting documentation to substantiate such erroneous payment or overpayment and the grounds for the DEL's determination of such erroneous payment or overpayment or (b) when any such erroneous payment or overpayment is otherwise discovered by Contractor.
- 28.2. In addition to the requirements contained in this Section (Section 28), the Contractor agrees that the DEL may also recover overpayments made to the Contractor by deducting amounts owed to the Contractor. The DEL must provide written notice to the Contractor if it elects to recover overpayments by deducting amounts owed to the Contractor.

29. PUBLICITY

- 29.1. The award of this Contract to Contractor is not in any way an endorsement of Contractor or Contractor's Services by DEL and shall not be so construed by Contractor in any advertising or publicity materials.
- 29.2. All publications funded, in whole or in part, under this Contract will use the DEL logo and will acknowledge credit as either providing "funding in partnership with" or "funded by" the DEL. Refer to Exhibit A, Section 12 (Use of DEL Logo).

30. RECAPTURE

- 30.1. In the event that the Contractor fails to expend funds under this contract in accordance with state laws and/or the provisions of this contract, the DEL reserves the right to recapture state funds in an amount

equivalent to the extent of the noncompliance in addition to any other remedies available at law or in equity.

- 30.2. Such right of recapture shall exist for a period not to exceed six years following contract termination. Repayment by the Contractor of funds under this recapture provision shall occur within 30 days of demand. In the event that the DEL is required to institute legal proceedings to enforce the recapture provision, the DEL shall be entitled to its costs thereof.

31. RECORDS MAINTENANCE

- 31.1. The Contractor shall maintain all books, records, documents, data and other evidence relating to this Contract and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by the DEL, personnel duly authorized by the DEL, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.
- 31.2. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

32. REMEDIES

Except for remedies designated specifically as exclusive, no remedy conferred by any of the specific provisions of this Contract is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies by either party shall not constitute a waiver of the right to pursue other available remedies.

33. SEVERABILITY

If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract which can be given effect without the invalid provision, and to this end the provisions of this Contract are declared to be severable.

34. SITE SECURITY

While on the DEL's premises, the Contractor, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

35. SUBCONTRACTING

- 35.1. As used throughout this Contract, the following terms shall have the meanings set forth below:
- 35.1.1. "Staff" or "staff person" means the Contractor's subcontractors, directors, officers, employees, and agents who provide goods or services on behalf of the Contractor. The term "staff" or "staff person" also means the subcontractors' directors, officers, employees, and agents who provide goods or services on behalf of the subcontractor and Contractor.
- 35.1.2. "Subcontractor" means one not in the employment of a party to this Contract, who is performing all or part of those services under this Contract under a separate contract with a party to this Contract. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier, and the subcontractors' directors, officers, employees, and agents.
- 35.2. Neither the Contractor nor any Subcontractor shall enter into subcontracts for any of the work contemplated under this Contract without obtaining prior written approval of DEL. The Contractor is responsible to ensure that all terms, conditions, assurances and certifications set forth in this Contract are included in any and all Subcontracts. Any failure of the Contractor or its Subcontractors to perform the obligations of this Contract shall not discharge the Contractor from its obligations under this Contract. In no event shall the existence of the subcontract operate to release or reduce the liability of the Contractor to the DEL for any breach in the performance of the Contractor's duties.

36. TERMINATION FOR CAUSE

- 36.1. In the event DEL determines the Contractor has failed to comply with the conditions of this Contract in a timely manner, DEL has the right to immediately suspend or terminate this Contract. The DEL shall notify the Contractor in writing of the need to take corrective action. If appropriate corrective action is not taken within 30 days, the Contract may be terminated.

- 36.2. Exhibit C, Section 36.1 shall not apply to conduct, in the performance of this Contract, by the Contractor or sub-contractor(s) that involves child abuse or neglect. In the event the DEL has reason to believe that in the performance of this Contract, the Contractor or its sub-contractors cause a child to be abused or neglected as defined in [chapter 26.44 RCW](#), the DEL may immediately suspend or terminate this Contract. The DEL may elect to notify the Contractor in writing of the need to take corrective action before the Contract is suspended or terminated by the DEL.
- 36.3. The DEL reserves the right to suspend all or part of the Contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by the DEL to terminate the Contract.
- 36.4. In the event of termination, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time. The termination shall be deemed to be a "Termination for Convenience" if it is determined that: (1) the Contractor was not in default; or (2) failure to perform was outside of Contractor's control, fault or negligence. The rights and remedies of the DEL provided in this Section (Section 36) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- 36.5. A filing for bankruptcy by Contractor will be deemed a material breach and may result in immediate termination of this Contract.

37. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract DEL may, by ten (10) calendar days written notice beginning on the second day after the mailing, terminate this Contract in whole or in part. If this Contract is so terminated, DEL shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

38. TERMINATION PROCEDURE

- 38.1. Upon termination of this Contract, DEL, in addition to any other rights provided in this Contract, may require the Contractor to deliver to DEL any property specifically produced or acquired for the performance of such part of this Contract as has been terminated. The provisions of Exhibit C, Section 39, the "Treatment of Assets" clause, shall apply in such property transfer.
- 38.2. DEL shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by DEL, and the amount agreed upon by the Contractor and DEL for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by DEL, and (iv) the protection and preservation of property, unless the termination is for default, in which case DEL and contractor may agree to the extent of the liability of DEL. Failure to agree to the extent of the liability shall be a dispute within the meaning of Exhibit C, Section 13 (Disputes) of this contract. The DEL may withhold from any amounts due the Contractor such sum as the DEL determines to be necessary to protect the DEL against potential loss or liability.
- 38.3. The rights and remedies of DEL provided in this Section (Section 38) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- 38.4. After receipt of a notice of termination, and except as otherwise directed by DEL, the Contractor shall:
 - 38.4.1. Stop work under the Contract on the date, and to the extent specified, in the notice;
 - 38.4.2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Contract that is not terminated;
 - 38.4.3. Assign to DEL, in the manner, at the times, and to the extent directed by DEL, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case DEL has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
 - 38.4.4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of DEL to the extent DEL may require, which approval or ratification shall be final for all the purposes of this clause;
 - 38.4.5. Transfer title to DEL and deliver in the manner, at the times, and to the extent directed by DEL any property which, if the Contract had been completed, would have been required to be furnished to DEL;
 - 38.4.6. Complete performance of such part of the work as shall not have been terminated by DEL; and

- 38.4.7. Take such action as may be necessary, or as DEL may direct, for the protection and preservation of the property related to this Contract, which is in the possession of the Contractor and in which DEL has or may acquire an interest.

39. TREATMENT OF ASSETS

- 39.1. Any equipment funded by this Contract shall be used only for the performance of this Contract, unless otherwise approved by DEL. If an item requires a title of ownership, such as a vehicle, and is purchased with ECEAP funds, the title shall reside with DEL. If a playground equipment purchase is approved, and the equipment is installed, permanent playground structures are considered to be part of the real estate at which they are located and the property of the site owner.
- 39.2. The Contractor shall obtain written approval from DEL before selling or disposing of equipment from the Contractor's Inventory List. Instead of allowing the Contractor to sell or dispose of the equipment, DEL may require that the Contractor return the equipment to DEL. The ECEAP Equipment Disposal/Transfer Form is available at www.del.wa.gov/eceap. If DEL approves the Contractor's proposal to sell ECEAP equipment, the Contractor shall only use the sale proceeds for DEL approved ECEAP services.
- 39.2.1. If DEL allows the Contractor to dispose of the equipment, the Contractor may donate the equipment to an appropriate donation center approved by DEL. If the equipment is donated, an itemized receipt from the donation center must be kept and maintained by the Contractor.
- 39.2.2. If the Contractor receives any type or kind of payment for equipment the Contractor has donated or disposed of, the Contractor must maintain a copy of the sales receipt and all other documentation related to the transaction. The Contractor must also record the proceeds from the disposal of equipment on an income statement.
- 39.3. Except as otherwise provided in Exhibit C, Section 39.4, title to all property furnished by DEL shall remain in DEL. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this Contract, shall pass to and vest in DEL upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this Contract, shall pass to and vest in DEL upon (i) issuance for use of such property in the performance of this Contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by DEL in whole or in part, whichever first occurs.
- 39.4. Property or equipment purchased all or in part with ECEAP funds, shall remain in DEL and the Contractor shall not be entitled to any reimbursement under Exhibit C, Section 39.3. Upon the completion, termination, or cancellation of this Contract property or equipment purchased all or in part with ECEAP funds shall be disposed of as determined by DEL.
- 39.5. Any property of DEL furnished to the Contractor shall, unless otherwise provided herein or approved by DEL, be used only for the performance of this Contract.
- 39.6. The Contractor shall be responsible for any loss or damage to property of DEL that results from the negligence of the Contractor or that results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- 39.7. If any DEL property is lost, destroyed, or damaged, the Contractor shall immediately notify DEL and shall take all reasonable steps to protect the property from further damage.
- 39.8. The Contractor shall surrender to DEL all property of DEL prior to settlement upon completion, termination, or cancellation of this Contract.
- 39.9. All reference to the Contractor under this clause shall also include the Contractor's employees, agents, or Subcontractors.

40. WAIVER

A failure by either party to exercise its rights under this Contract shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement. Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing signed by personnel authorized to bind each of the parties.

41. WARRANTY

- 41.1. The Contractor warrants that all services performed pursuant to this Contract shall be generally suitable for the use to which the DEL intends to use said services and deliveries as expressed in Exhibit A.
- 41.2. In the performance of services under this Contract, the Contractor and its employees agree to exercise the degree of skill and care required by customarily accepted good practices and procedures followed

by professionals/consultants rendering the same or similar type of service. All obligations and services of the Contractor hereunder shall be performed diligently and completely according to such professional standards.

- 41.3. If the Contractor intends to rely on information or data supplied by the DEL, other DEL contractors or other generally reputable sources without independent verification, such intent shall be brought to the attention of the DEL.

42. WITHHOLDING PAYMENTS

The DEL may withhold payment to the Contractor for any services/deliverables not performed as required hereunder until such time as the Contractor modifies or delivers services/deliverables to the satisfaction of the DEL.

Exhibit D: Deliverables Calendar



DEL Contract Number: XX-XXXX
Title: ECEAP

The Contractor must submit the following deliverables by the dates indicated, using one of the following methods as indicated below:

- a. Enter into the Early Learning Management System (ELMS). Check ELMS news page for updated information.
- b. Enter into the Managed Education and Registry Information Tool (MERIT).
- c. Enter into the Teaching Strategies GOLD® Online System. (GOLD)
- d. Send electronically to eceap@del.wa.gov.
- e. Send paper copies to: DEL ECEAP, PO Box 40970, Olympia WA 98504-0970

Due Date	Deliverable	Submit via:
Current Contractors only: upon renewal of insurance New Contractors only: within 15 days of contract start date	Submit a <i>Certificate of Coverage</i> upon renewal of insurance to DEL, unless they are self-insured. New Contractors must send insurance verification within 15 days of the Contract start date. Send certificates to: DEL Financial Services Office, PO Box 40970, Olympia WA 98504-0970.	Paper copies or attach to email
Prior to enrolling children	Staff who verify ECEAP eligibility and enrollment complete training on eligibility policy and procedures for Part-Day, Full School Day and Extended Day. Staff will access the training online and will receive a certificate of completion.	Online
Upon hire of new staff	Enter staff qualifications in MERIT for each ECEAP lead teacher, assistant teacher and family support staff.	MERIT
At least two weeks before class start date	Submit a completed 2015-16 New Site Approval Form at least two weeks before a new class start date to obtain DEL written approval for each new classroom or change of classroom location. The form is available at www.del.wa.gov/eceap .	Paper copies or attach to email
Within 30 days of the start of the ECEAP contract	New 2015-16 ECEAP sites must complete the Early Achievers registration.	MERIT
Within 12 months of enrollment	New 2015-16 ECEAP sites must rate a Level 4 or 5 in Early Achievers.	
Within 18 months of the start date of the ECEAP contract	New 2015-16 ECEAP sites that are licensed or certified child care centers and homes must rate a Level 4 or 5 in Early Achievers.	
By the 7 th of each month (Sept. through July)	Update child and family information. This includes accurate counts of family support visits, parent-teacher conferences, medical exams, dental screenings and developmental screenings.	ELMS
2 nd week of the month	Monthly training and technical assistance calls for Contractors.	
By the 15th of each month, August through June and July 10	Enter the Monthly Report for the previous month. There must be a Monthly Report for every month you bill, including summer months. This must be received by DEL before your voucher can be paid.	ELMS
By the 15th of each month, August through June, and July 10	Submit an <i>A-19 Invoice Voucher</i> provided by DEL to arrive at DEL by the 15 th of the month for ECEAP services.	Paper copies or attach to email
Within 15 calendar days after destroying all confidential information when the confidential	Complete and deliver to DEL a signed <i>Certification of Data Disposition</i> .	Paper copies or attach to email

Due Date	Deliverable	Submit via:
information is no longer required by the Records Retention Act (chapter 40.14) or Exhibit C, Records Maintenance		
By August 31	For Extended Day only: Teachers finalize the summer checkpoint in Teaching Strategies GOLD® Online.	Teaching Strategies GOLD® Online
By September 1	New Contractors and existing Contractors impacted by expansion must submit 2015-16 Service Area Agreements to DEL.	Paper copies or attach to email
By September 15	This does not apply to Contractors with all sites on the licensed pathway: Complete your annual Early Achievers Participation Agreement.	Paper copies or attach to email
By September 15	New 2015-16 Contractors must attend at least one Early Achievers Orientation.	
By September 15	Update Contractor, Subcontractor, site and class sections. (See ELMS ECEAP Data Entry – Minimum Requirements on the ELMS news page.)	ELMS
By September 15	Submit 2015-16 ECEAP Operating Budget to DEL.	DEL Template and attach to email
By September 15 (Optional)	Customize priority points for risk factors, in ELMS, if desired.	ELMS
By October 1	Existing ECEAP sites must enroll in Early Achievers by October 1, 2015	MERIT
By October 1	Submit staff compensation data on the template provided by DEL.	DEL Template and attach to email
By October 15 (Optional)	Complete the form within the September ELMS Monthly Report to request to use ECEAP funds as federal match, if applicable.	ELMS
By October 15	Enroll children in classes for all funded slots, including known children with future class start dates. (Exception: For ECEAP classes that share classrooms with Migrant/Seasonal Head Start, Contractors must complete enrollments by October 30. For classes starting in January 2015, this due date is December 15.)	ELMS
After October 15, within five business days of each child's start in class	Enter each child's prescreen and application in ELMS, and attach the child to a class within ELMS.	ELMS
After October 15, within five business days of each child's last day in class	Exit all children who are not attending.	ELMS
Within 90 days from class start date	Complete health, developmental and dental screenings and ensure each child has a completed medical exam in ELMS.	ELMS
Within six months of their GOLD® training or within six months of the beginning of the school year	Lead teachers must take the Teaching Strategies GOLD® reliability test.	Teaching Strategies GOLD® Online
Within six months of hire	New coaches attend an Early Achievers Coach Training offered by the CQEL.	
By November 15	Teachers finalize the fall checkpoint in Teaching Strategies GOLD® Online.	Teaching Strategies GOLD® Online
By December 15	Complete class enrollment in ELMS for all funded slots. This includes children with future class start dates.	ELMS
By January 15	If the Contractor wishes to obtain names and addresses of age-eligible	Paper copies or

Due Date	Deliverable	Submit via:
(Optional)	DSHS clients for recruitment and enrollment efforts: <ul style="list-style-type: none"> Send the Request for Confidential Client Contact Information form to DEL, available at www.del.wa.gov/eceap. Submit a signed Notice and Agreement Regarding Access to Confidential Personal Information form for any person who will or may have access to this information. The form is available at www.del.wa.gov/eceap. 	attach to email
By February 28	Teachers finalize the winter checkpoint in Teaching Strategies GOLD® Online.	Teaching Strategies GOLD® Online
By March 1, 2016	Existing ECEAP sites must rate a Level 4 or 5 in Early Achievers.	
By May 15	Submit 2016-17 Service Area Agreements to DEL.	Paper copies or attach to email
By May 30	Teachers finalize the spring checkpoint in Teaching Strategies GOLD® Online.	Teaching Strategies GOLD® Online
By June 15	Submit the ECEAP Self-Assessment. A form is available at www.del.wa.gov/eceap .	Paper copies or attach to email
By June 15	Submit the ECEAP Contractor Financial Disclosure Certification. The form is available at www.del.wa.gov/eceap .	Mail signed copy
By July 10	Final ELMS monthly report due	ELMS
By July 10	Submit final <i>A-19 Invoice Voucher</i> for June.	Paper copies or attach to email

Exhibit E: ECEAP Performance Standards



Washington State Department of
Early Learning

DEL Contract Number: XX-XXXX
Title: ECEAP
